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JOHANNA S. COULTER  
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December 4, 1996

**Via Federal Express**

Amelia Wagner  
U.S. Environmental Protection Agency  
290 Broadway, 19th Floor  
Room W-20  
New York, New York 10007-1866

Re: *104(e) Request to River Terminal Development*

Dear Amelia:

Thank you for taking the time to discuss this matter with me. I have enclosed two documents for your use:

1. Agreement for the Sale and Purchase of Real Estate between AT&T Technologies, Inc. and Union Minerals and Alloys Corp.<sup>1</sup> dated April 16, 1984; and

2. Correspondence dated October 22, 1996 from River Terminal Development Company to the Kearny Municipal Utilities Authority requesting the return of sewer maps.

By way of explanation, AT&T Technologies Inc. sold the property located at 100 Central Avenue to Union Minerals and Alloys Corp. in 1984. A news report (also enclosed) dated August 1985 indicates that the property was to be operated by the corporation's River Terminal

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<sup>1</sup> River Treatment Development Company was a division of Union Minerals and Alloys Corp. in 1984. Union Minerals and Alloys Corp. (the entity on the 1984 Sales Agreement) changed its name to RTC Properties, Inc. in 1988. Available information indicates that River Terminal Development Company is still operating as a division of RTC Properties, Inc.

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Amelia Wagner  
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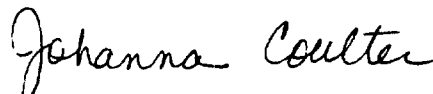
Development Company division. The 1984 Agreement required AT&T Technologies, Inc. to deliver "all plans, specifications, surveys and drawings pertaining to the property" at closing. (See Section 4(B) of the Agreement for the Sale and Purchase of Real Estate). Chemical Land Holdings (CLH) believes that important maps evidencing the discharge mechanisms employed at the AT&T facility are in River Terminal Development Company's possession. CLH requests that an expedited 104(e) Request be directed to:

River Terminal Development Company  
100 Central Avenue  
Bldg. 30, 6th Floor  
South Kearny, NJ 07032  
Attn: Martin F. Ytuarte

Mr. Ytuarte is the gentleman who requested the return of the maps from the Kearny Municipal Utilities Authority in correspondence dated October 22, 1996 and, therefore, should have knowledge of this matter. These maps demonstrate AT&T's discharges to the Passaic River over an extended period of time. CLH has attempted to secure these maps through the FOIA process without success.

In light of the importance of these maps, our interest in protecting this evidence, and our request for an expedited 104(e) Request, I have provided only the essential information. If necessary, I will be happy to provide additional documentation regarding this matter for your review. I appreciate your willingness to work with CLH to protect this evidence. Please feel free to contact me if you have any questions or need additional information.

Very truly yours,



Johanna S. Coulter

2558:tjf

**AGREEMENT FOR THE SALE  
AND PURCHASE OF REAL ESTATE**

AGREEMENT, dated as of the 16th day of April, 1984, between AT&T TECHNOLOGIES, INC., a New York corporation with its principal office at 222 Broadway, New York, New York 10038 ("Seller"), and UNION MINERALS AND ALLOYS CORP., a New York corporation having an office at 380 Madison Avenue, New York, New York 10017 ("Buyer");

**W I T N E S S E T H :**

That for and in consideration of the mutual promises, covenants and agreements hereinafter contained, the parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

Section 1. Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all those certain plots, pieces and parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Kearny, County of Hudson, and State of New Jersey, located at Central Avenue and Route 1 and 9, containing 150 acres of land, more or less, and 2.89 million square feet of building area, more or less, as more particularly described in Exhibit A annexed hereto and made a part hereof (collectively, the "Premises"). In addition to the Premises, this sale includes the following:

(a) all fixtures, machinery, systems, apparatus, equipment, and facilities attached or appurtenant to the Premises, including, without limitation, all plumbing, lighting, compressed air, steam, electrical, heating, ventilating and air conditioning systems and elevators (collectively, the "Included Equipment"), it being understood, however, that the Included Equipment does not include manufacturing machinery, or manufacturing equipment, used by Seller to produce goods sold in the regular course of Seller's business unless removal of the same would impair the integrity (structural or otherwise) of any building or any plumbing, lighting, compressed air, steam, electrical, heating, ventilating or air conditioning system, or any elevator, therein (such manufacturing machinery and manufacturing equipment not included being collectively referred to as the "Excluded Equipment");

(b) all right, title and interest, if any, of Seller in and to any strips or gores adjoining or adjacent to the Premises;

(c) all right, title and interest, if any, of Seller in and to the submerged lands adjoining or adjacent to the Premises;

(d) all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining the Premises, to the center line thereof, and all right, title and interest of Seller in and to any award made or to be

made in lieu thereof and in and to any unpaid award for damage to the Premises by reason of change of grade of any street;

(e) all easements, rights, and agreements which benefit or in any way pertain to the Premises; and

(f) all right, title and interest, if any, of Seller in, to and under any manufacturer's or contractor's warranty or guaranty covering the Premises, the Included Equipment, any part of the Premises or the Included Equipment, or any work performed at the Premises, subject to the provisions of Section 13 hereof;

all of the foregoing, together with the Premises, being herein collectively referred to as the "Property".

Section 2. Purchase Price. A. The purchase price for the Property is

subject to adjustment for apportionments as provided in Section 10 hereof (the "Purchase Price"). The Purchase Price shall be paid at the Closing (as such term is hereinafter defined) by certified or bank cashier's check to the order of Seller.

B. As security for the performance by Buyer of Buyer's obligations hereunder, Buyer is delivering to Seller concurrently with the execution and delivery of this Agreement, and Seller acknowledges the receipt whereof, an irrevocable bank letter of credit in the amount of

a copy of which is annexed hereto as Exhibit B (the "Letter of Credit"). At any time and from time to time Buyer may substitute cash for the Letter of Credit, provided that, immediately after the substitution, the sum of the amount of the replacement or modified Letter of Credit and any cash deposited with Seller shall be not less than the amount of the original Letter of Credit. In the event that Seller is ready, willing and able to perform each and every obligation on its part to be performed hereunder, each representation and warranty made by Seller herein is true and correct, and Buyer shall have defaulted in the performance of its obligation to pay the Purchase Price as and when due and payable hereunder, then Seller shall so certify to the issuer of the Letter of Credit, with a counterpart of such certification to be sent simultaneously by Seller to Buyer in the manner provided in Section 17 hereof, and Seller may thereafter draw upon the Letter of Credit; any cash realized upon such drawing, together with any cash theretofore deposited with Seller hereunder and any interest earned, shall be applied in accordance with the provisions of Section 8 hereof. Except as expressly provided in the preceding sentence, Seller shall not draw upon the Letter of Credit. Cash at any time held by Seller hereunder shall be deposited in a bank account in New York City with The Chase Manhattan Bank, N.A. which shall bear interest at the maximum amount payable from time to time for 30-day deposits. As used herein, the term "Initial Payment" shall mean the Letter of Credit and any cash deposited with Seller hereunder (whether as a result of drawing on the Letter of Credit, payment of interest, or otherwise). At the Closing, the Initial Payment shall be delivered by Seller to Buyer except that, at Buyer's option, any cash then held by Seller

and/or the amount of the Letter of Credit then held by Seller shall be credited against the Purchase Price payable at Closing.

Section 3. Title Insurance Report; Survey.

A. (1) Seller shall give and Buyer shall accept a good and marketable title of record such as Lawyers Title Insurance Corporation and any other title company designated by Buyer (collectively, the "Title Company") would be willing to approve and insure, subject only to the matters set forth in Paragraph A of Section 5 hereof and in Subparagraph (2) of this Paragraph A, without special premium or charge.

(2) The following matters may be expressly excluded from coverage under the Title Report hereinafter referred to:

- (i) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation;
- (ii) Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at date of policy; and
- (iii) Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Title Company and not shown by the public records but known to the insured claimant either at date of policy or at the date such claimant acquired an estate or interest insured by the policy and not disclosed in writing by the insured claimant to the Title Company prior to the date such insured claimant became an insured; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to date of policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by the policy;

provided, however, that the provisions of the preceding Subparagraph (1) and this Subparagraph (2) shall in no way ~~limit or affect~~ the provisions of Sections 5 and 6 hereof, and the foregoing matters set forth in clauses (i), (ii) and (iii) may not be excluded from coverage under the Title Report if and to the extent deemed by Title Company, Buyer or Buyer's counsel to be pertinent in any way to the matters which are the subject of Paragraph C or Paragraph D of Section 5 hereof.

(3) After receipt of a counterpart of this Agreement duly executed by Seller, Buyer will order (x) a title report (the "Title Report") from Title Company covering the Premises and (y) a survey of the Premises (the "Survey"). Buyer will request that the surveyor certify the Survey to Seller, Buyer, Title Company and any other person designated by Buyer. Buyer will request that Title Company deliver a duplicate copy of the Title Report, and that the surveyor deliver a duplicate print of the Survey, to Seller at 222 Broadway, New York, New York 10038 Attention: Alan Chesler, Esq.

B. Not more than thirty (30) days after Buyer has received both (i) its copy of the Title Report from Title Company and (ii) a print of the Survey showing, among other things, all easements, reservations, restrictions, covenants, conditions and agreements of record affecting the Premises, Buyer or Buyer's counsel will give Seller notice of (1) any objection to title or other matter appearing in such Title Report, or on the Survey, which Buyer is entitled to object to and is unwilling to waive and (2) any condition provided for in Subparagraph (1) of Paragraph D of Section 5 hereof which has not been satisfied by provision in the Title Report acceptable to Buyer and Buyer's counsel in all respects. If (and only if) Buyer fails to give Seller such notice, then Buyer shall be deemed to have waived its rights under this Section, or under Subparagraph (1) of Paragraph D of Section 5 hereof, as the case may be, but solely with regard to (x) the objections to title and other matters expressly appearing in the Title Report, or on the Survey, as to which notice (general or specific) has not been given, and (y) the conditions provided for in Subparagraph (1) of Paragraph D of Section 5 hereof as to which notice (general or specific) has not been given, and in no event shall Buyer be deemed to have waived any matter which is the subject of, or any of its rights under, Paragraph C of Section 5 hereof. Buyer's obligations under this Paragraph B shall be restricted to the giving of a single notice as aforesaid and Buyer shall not be obligated to give any supplemental notice in the event the Title Report or the Survey is supplemented or modified, or in any other event.

C. Not more than thirty (30) days after Buyer has received all of the items referred to in clauses (i) and (ii) of the first sentence of Paragraph B of this Section 3 and a photocopy of the "cleanup plan" or "negative declaration", approved by the New Jersey Department of Environmental Protection, as referred to in Paragraph (1) of Section C of Section 5 hereof, Buyer or Buyer's counsel will give Seller notice of any condition provided for in Subparagraph (2) of Paragraph D of Section 5 hereof which has not been satisfied by provision in the Title Report acceptable to Buyer and Buyer's counsel in all respects. If (and only if) Buyer fails to give Seller such notice, then Buyer shall be deemed to have waived its rights under this Section, or under Subparagraph (2) of Paragraph D of Section 5 hereof, as the case may be, but solely with regard to the conditions provided for in Subparagraph (2) of Paragraph D of Section 5 hereof as to which notice (general or specific) has not been given, and in no event shall Buyer be deemed to have waived any of its rights under Paragraph C of

Section 5 hereof. Buyer's obligations under this Paragraph C shall be restricted to the giving of a single notice as aforesaid and Buyer shall not be obligated to give any supplemental notice in the event the Title Report is supplemented or modified, or in any other event.

Section 4. Closing. A. The closing ("Closing") hereunder shall be held at the offices of Messrs. Guggenheimer & Untermeyer, 80 Pine Street, New York, New York (except to the extent otherwise provided in clause (2) of Paragraph B of this Section 4), at 10:00 A.M. New York City Time on September 5, 1984, or at such other date and place as the parties may agree upon. Each party shall be entitled to one or more adjournments of the Closing hereunder; provided, however, that (1) neither party shall be entitled to adjourn the Closing to a date later than December 31, 1984 without the prior written consent of the other, time being of the essence with respect to the consummation of the Closing on or before December 31, 1984, and (2) if and when Seller is ready, willing and able to perform all of the obligations to be performed by it at or prior to Closing and all conditions precedent to Buyer's obligations hereunder have been satisfied, Seller may give Buyer a notice electing that the Closing be consummated on a date specified in such notice (the "Notice Date"), which Notice Date shall be (x) not sooner than the later of September 5, 1984 or the thirtieth (30th) day from and after the date such notice is given and (y) not later than December 20, 1984, and, in the event such notice is given duly, the provisions of this sentence which precede this clause (2) shall be inapplicable and the Closing shall be consummated on the Notice Date unless either party elects to adjourn the Closing to a date no later than the seventh (7th) day from and after the Notice Date, time being of the essence with respect to the obligation of each party to close on the date after the Notice Date to which adjournment is made as aforesaid.

B. At the Closing:

(1) Seller shall deliver to Buyer (i) the Deed provided for in Section 6 hereof, (ii) the Bill of Sale provided for in Section 12 hereof, (iii) the items provided for in Paragraph A of Section 9 hereof, (iv) the Initial Payment (except to the extent credited against the Purchase Price as provided in Section 2 hereof), (v) possession of the Premises, and (vi) the items provided for in Paragraph E of Section 5 hereof;

(2) Seller shall deliver to Buyer, at one or more locations at the Premises reasonably agreed upon by Seller and Buyer prior to the Closing, all plans, specifications, surveys, keys and drawings pertaining to the Property in Seller's possession or available to Seller, now or at such time (but without representation or warranty by Seller as to the accuracy or completeness of any such plan, specification, survey or drawing), subject to the provisions of Section 13 hereof;

(3) Seller shall deliver to Buyer and to Title Company such affidavits of title and other customary documents and instruments as Buyer and Title Company may reasonably require;

(4) Buyer shall pay to Seller the Purchase Price (less any credit on account of the Initial Payment), as provided in Section 2 hereof; and

(5) Seller and Buyer shall deliver to each other the Lease provided for in Section 13 hereof.

Section 5. Title. A. The Premises are sold and are to be conveyed subject only to the following:

(i) Zoning laws and ordinances affecting the Premises,

(ii) Any state of facts which an accurate survey of the Premises may show, and

(iii) Any easements, reservations, restrictions, covenants, conditions or agreements of record affecting the Premises;

provided, however, that with respect to each matter provided for in the preceding clause (ii) or clause (iii) the same does not and will not (x) render title unmarketable or (y) substantially impair or restrict the use and occupancy of the Property by any person for heavy manufacturing, warehousing, office use and/or other uses incidental thereto, and provided, further, that with respect to each matter provided for in the preceding clause (iii) the same does not provide for forfeiture or reverter of the Premises or any part thereof in the event of violation.

B. All notes or notices of violations of any law, code, ordinance, regulation, rule, requirement, order or restriction, noted in or issued by any municipal, county, state or Federal department or authority having jurisdiction over the Property, against or affecting the Property at or prior to the date of Closing, shall be complied with by Seller at or prior to the date of Closing, and the Property shall be conveyed free of the same. Notwithstanding the provisions of the first sentence of this Paragraph B, but without affecting the provisions of the third sentence of this Paragraph B, if Seller is unable to perform its obligations under this Paragraph B at or prior to Closing with the exercise of diligent effort, it shall not be deemed in default under this Paragraph B by reason thereof, but it shall nevertheless perform such obligations within a reasonable time (but in no event more than one hundred and eighty (180) days) after the Closing. Seller agrees to and does hereby indemnify and hold harmless Buyer, its successors and assigns, of and from any and all loss, cost, liability, claim, damage and expense (including, without limitation, attorney's fees and disbursements, penalties and fines) arising at any time by reason of, or in connection with, any failure by Seller to perform its obligations under the first sentence of this Paragraph B at or prior to Closing. The provisions of this Paragraph B shall survive the Closing.

C. (1) Without limiting the generality of any provision of this Agreement, but subject to the provisions of Subparagraph (3) of this Paragraph C, Seller agrees with Buyer as follows:



(a) the Premises will be conveyed at Closing free and clear of any and all riparian or other rights or claims of the State of New Jersey; and

(b) As and when required by applicable law, codes, rules and regulations, but in any event prior to Closing, Seller, at its sole cost and expense, will (i) in accordance with the New Jersey Environmental Cleanup Responsibility Act, P.L. 1983, c. 330 (N.J.S.A. 13:1k-6 et seq.), obtain approval by the New Jersey Department of Environmental Protection of a "cleanup plan", or a "negative declaration", for the Premises, (ii) perform all work at any time required in connection with such plan and furnish Buyer with evidence, acceptable to Buyer and Buyer's counsel in all respects, of final, satisfactory inspection by said Department of Environmental Protection, and (iii) otherwise comply with said New Jersey Environmental Cleanup Responsibility Act insofar as pertinent to the Premises.

(2) In the event that Seller does not perform any one of its obligations under Subparagraph (1) of this Paragraph C and this Agreement has not been terminated under the provisions of Subparagraph (3) of this Paragraph C, Buyer shall not be obligated to pay the Purchase Price (such obligation being dependent upon Seller's performance of such obligations, among others) and Buyer shall be entitled to the remedy of specific performance, but in such event Buyer shall not be entitled to money damages pursuant to the provisions of Paragraph B of Section 8.

(3) (a) In the event that at any time Seller shall reasonably (i) estimate that the out-of-pocket cost to Seller of performing its obligations under Subparagraph (1) of this Paragraph C would be unreasonable (a "Cost Estimate") or (ii) estimate that Seller's obligations under Subparagraph (1) of this Paragraph C cannot be performed on or before December 15, 1984 (a "Time Estimate"), then, and in either such case, Seller shall promptly (but in no event later than December 15, 1984) give Buyer notice of such estimate (the "Estimate Notice"). After a "cleanup plan" has been approved by the New Jersey Department of Environmental Protection, the Cost Estimate shall not include any cost to Seller of performing its obligations under clause (b) of Subparagraph (1) of this Paragraph C.

(b) If Seller shall duly have given the Estimate Notice and such notice specifies a Cost Estimate, then Seller shall have the right to terminate this Agreement by stating its election to terminate in the Estimate Notice (but not thereafter).

(c) If Seller shall duly have given the Estimate Notice and such notice specifies a Time Estimate, then, provided that Seller shall have made diligent effort to perform its obligations under Subparagraph (1) of this Paragraph C but shall nevertheless have failed to perform such obligations on or before December 15, 1984, Seller shall have the right to terminate this Agreement by giving notice of such election to terminate to Buyer on or before December 20, 1984.

(d) If Seller shall have given to Buyer notice of election to terminate this Agreement under the preceding

provisions of this Subparagraph (3) and a "cleanup plan" or "negative declaration", as referred to in Subparagraph (1) of this Paragraph C, shall have been approved by the New Jersey Department of Environmental Protection, then Buyer may nevertheless elect to cancel and make void such election to terminate by giving to Seller notice of Buyer's election on or before December 27, 1984. If Buyer elects to cancel and make void an Estimate Notice which specifies a Cost Estimate as provided in the first sentence of this Subparagraph (3), (i) Buyer shall accept such title as Seller may be able to convey, (ii) the Purchase Price shall be reduced by an equitable amount and (iii) the obligations of Seller after the Closing under Subparagraph (1) of this Paragraph C shall be limited to the obligation of Seller to observe and perform the "cleanup plan" referred to in said Subparagraph (1). If Buyer elects to cancel and make void an Estimate Notice which specifies a Time Estimate as provided in the first sentence of this Subparagraph (3), (x) Buyer shall accept such title as Seller may be able to convey, without reduction of or allowance against the Purchase Price, and (y) the obligations of Seller after the Closing under Subparagraph (1) of this Paragraph C shall be limited to the obligation of Seller to observe and perform the "cleanup plan" referred to in said Subparagraph (1).

(4) Seller shall keep Buyer advised of its progress in obtaining approval by the New Jersey Department of Environmental Protection of a "cleanup plan", or a "negative declaration", as the case may be, as referred to in Subparagraph (1) of this Paragraph C and shall promptly furnish Buyer's counsel with copies of (i) each filing under N.J.A.C. 7:1-3.7 (Initial ECRA notice requirements) and (ii) the "cleanup plan" or "negative declaration", as the case may be.

(5) If the "cleanup plan" referred to in Subparagraph (1) of this Paragraph C shall not have been fully performed at or prior to Closing, then Buyer shall permit Seller and its authorized representatives, agents and contractors to enter the Premises at all reasonable times and from time to time, by prior appointment and subject to such reasonable security regulations as Buyer and Buyer's tenants may establish from time to time, for the purpose of performing its obligations under this Paragraph C. The rights provided in this Subparagraph (5) shall be exercised so as to minimize interference with the use, occupancy and enjoyment of the Property by Buyer, Buyer's tenants and others. Seller shall be fully responsible for any damage caused by entry hereunder and, at its sole cost and expense, shall repair such damage promptly and restore the Premises to their condition prior to such damage; such cost and expense shall be considered in determining the Cost Estimate.

(6) The provisions of this Paragraph C shall survive the Closing.

D. (1) Without limiting the generality of any provision of this Agreement, Seller agrees with Buyer that Buyer's obligations hereunder are contingent upon Title Company's agreement to (x) insure title to the Premises using metes and bounds perimeter descriptions reasonably satisfactory to Buyer and Buyer's counsel, and (y) insure that all parcels comprising the portion of the Premises referred to as Parcel A in Exhibit A annexed hereto and made a part hereof are fully

(2) Without limiting the generality of any provision of this Agreement, and notwithstanding anything to the contrary contained in Subparagraphs (1) and (2) of Paragraph A of Section 3 hereof or in any other provision of this Agreement, Seller agrees with Buyer that Buyer's obligations hereunder are contingent upon Title Company's agreement to insure without exception (general or specific) for any riparian, environmental or other right, claim or lien of the State of New Jersey, or any department thereof, as referred to in Paragraph C of this Section 5.

(3) All such agreements referred to in this Paragraph D shall be set forth in the Title Report and shall be acceptable to Buyer and Buyer's counsel in all respects.

E. Seller represents and warrants to and agrees with Buyer that at the Closing Seller will furnish satisfactory assurances to Buyer that no monies are due any utility company furnishing service to the Premises or, if payment cannot with reasonable diligence be made at or prior to Closing, Seller will pay all amounts due within a reasonable time (but in no event more than one hundred and eighty [180] days) after the Closing. The provisions of this Paragraph E shall survive the Closing.

F. Without limiting the generality of any provision of this Agreement, Seller agrees with Buyer that Buyer's obligations hereunder are contingent upon the existence of a state of facts at the time of Closing to the effect that:

(1) Except for a proceeding of the type contemplated under clause (b) of Subparagraph (1) of Paragraph C of this Section 5, there is no litigation or proceeding pending, or to the Seller's knowledge threatened, which relates to title to the Property or which might affect Seller's ability to convey the Property and otherwise to perform its obligations hereunder;

(2) All public utilities (including, without limitation, sewerage, water, electricity, gas, and telephone) required for the operation of the Premises are substantially installed and operable, and all installation and connection charges will have been paid in full, except as noted in Exhibit E annexed hereto and made a part hereof;

(3) The buildings, and all other material improvements upon the Premises, are within the boundary lines of the Premises as described in Exhibit A annexed hereto and made a part hereof, there are no encroachments thereon, and the Premises are situate upon, and have direct access to, Central Avenue and Route 1 and 9;

(4) Title to the Premises is not derived from any act for the sale of land for non-payment of municipal taxes or assessments, or adverse or color of title possession; and

(5) All public utilities, as referred to in clause (2) of this Paragraph F, enter the Premises through adjoining public streets in accordance with valid public

easements and there are no restrictions which would interfere with the furnishing of utility service to the Premises after Closing.

Not more than sixty (60) days after the date upon which Buyer has written notice of a state of facts contrary to that called for by this Paragraph F, Buyer shall give Seller notice of such state of facts.

G. Buyer acknowledges that Seller has advised it that Seller may heretofore have conveyed, to a corporation then affiliated with Seller, a portion (the "10,000 Sq. Ft. Lot") of the Premises which is a rectangular lot having dimensions of approximately 100 feet by 100 feet, located on the boundary of Parcel A at Route 1 & 9 near building 909 which is shown on the plot plan annexed hereto as part of Exhibit A, and having no buildings thereon. Seller agrees that it will use its best efforts to convey to Buyer good and marketable fee simple title of record to the 10,000 Sq. Ft. Lot, free and clear of all liens, claims, encumbrances and adverse interests, subject only to the matters set forth in Paragraph A of Section 5 hereof, as and when herein provided. However, if Seller is unable to do so, at the Closing Buyer shall accept such title to the 10,000 Sq. Ft. Lot as Seller may be able to convey, with an equitable reduction in the Purchase Price of no more than Fifteen Thousand (\$15,000) Dollars in order to reflect Seller's failure to convey title as herein provided.

Section 6. Deed. At the Closing, Seller shall deliver to Buyer the usual Bargain and Sale Deed with covenant against acts of grantor (the "Deed"), in proper form for recording under the laws of the State of New Jersey, duly executed, sealed and acknowledged, so as to convey to Buyer good and marketable fee simple title of record to the Property, free and clear of all liens, claims, encumbrances, and adverse interests, subject only to the matters set forth in Paragraph A of Section 5 hereof.

Section 7. Access by Buyer. Prior to Closing Buyer and its representatives, prospective tenants and other invitees shall be permitted access to the Property at any reasonable time and from time to time, on not less than 24 hours' advance notice (orally or in writing) to a representative of Seller designated by Seller or to Seller's Department Chief for Corporate Realty, in order to inspect the same, prepare a survey and take measurements. Seller may require that those persons having access to the Property be accompanied by Seller's representative on the Premises. It is understood that exercise of the permission granted hereunder shall be at the risk of Buyer. Buyer shall indemnify and save Seller harmless from all liabilities, damages, claims and expenses (including reasonable attorney's fees) because of injury, including death, to any person, or damage or loss of any kind, that may occur as a result of Buyer's exercise of the right of access granted under this Section 7. Buyer shall, at all times that it may be upon the Property pursuant to this Section 7, keep in force public liability insurance in good and solvent insurance companies qualified to do business in the State of New Jersey, in limits of at least \$1,000,000/ \$5,000,000 for bodily injury and \$1,000,000 for property damage, covering its liability under this Section 7. Seller shall be named as an additional insured under such insurance and certificates of such insurance

shall be delivered to Seller. Buyer's obligations pursuant to this Section 7 shall survive the Closing and any termination of this Agreement.

Section 8. Termination. A. If (1) Seller is unable to convey title in accordance with the terms and provisions of this Agreement, (2) Buyer elects to terminate this Agreement in accordance with the provisions of Section 15 hereof, (3) any of the conditions set forth in Paragraphs D and F of Section 5 hereof, or in Section 16 hereof, have not been satisfied at or prior to the Closing and Buyer shall so advise Seller, or (4) this Agreement is terminated in accordance with the provisions of Paragraph C of Section 5 hereof, then, and in any such event, Seller promptly shall return to Buyer the Initial Payment and shall reimburse Buyer for the costs of examining title and of any survey made in connection therewith, and upon such return and reimbursement this Agreement shall be terminated and neither party shall have any further liability or obligation to the other; provided, however, that Buyer, at its option, may elect at the Closing to accept such title as Seller may be able to convey, without reduction of or allowance against the Purchase Price except if and to the extent otherwise provided herein. Seller shall be permitted to terminate this Agreement by reason of Seller's being "unable to convey title in accordance with the terms and provisions of this Agreement" only if (x) the Premises are encumbered by an easement, reservation, restriction, covenant, condition or agreement which pertains solely to the Premises and surrounding land, (y) such encumbrance cannot be removed by Seller by the expenditure (out-of-pocket) of an amount no more than One Hundred Thousand (\$100,000) Dollars, and (z) Seller shall have given Buyer notice of such encumbrance, and of Seller's reasonable estimate of its out-of-pocket cost of removing such encumbrance, promptly after gaining knowledge of the existence of such encumbrance; in particular, but without limiting the generality of any other provision hereof, it is agreed that Seller shall not be deemed "unable to convey title" as aforesaid by reason of any judgment, mortgage, mechanic's, tax or other lien affecting the Premises or any matter of the type referred to in Paragraph C of Section 5 hereof.

B. In the event that Seller shall default in the performance of any of its obligations hereunder or any representation or warranty made by Seller herein shall not be true and correct, then Buyer shall not be obligated to pay the Purchase Price (such obligation being dependent upon Seller's performance of its obligations hereunder and the accuracy of Seller's representations and warranties), and Buyer shall have all such rights and remedies as may be available at law or in equity, including, without limitation, the right to specific performance, provided, however, that Buyer shall in no event be entitled to money damages unless Seller has wrongfully drawn on the Letter of Credit.

C. In the event that Paragraphs A and B of this Section 8 shall not be applicable and Buyer shall default in the performance of its obligation to pay the Purchase Price as and when due and payable hereunder, then the sole remedy of Seller shall be to retain out of any cash held by Seller as the Initial Payment hereunder the sum of Two Million, One Hundred and Fifty Thousand (\$2,150,000) Dollars, with the balance of Initial

Payment to be promptly returned to Buyer. In no event shall Seller have any right to demand or obtain specific performance by Buyer or any money damages.

Section 9. Authorization. A. The undersigned officers of Seller and Buyer are duly authorized, and the parties hereto have full right, power and authority, to execute and deliver this Agreement, to observe and perform the terms and conditions hereof and to consummate the transactions contemplated hereby. Each party agrees to deliver to the other at the Closing such resolutions and certifications as may be reasonably requested in order to confirm the foregoing.

B. Each party agrees with the other that it will comply with the requirements of 15 U.S.C. §18A. The provisions of this Paragraph B shall survive the Closing.

Section 10. Apportionments. A. Real estate taxes and water and sewer taxes and charges shall be apportioned, on the basis of the fiscal year for which assessed, as of midnight preceding the Closing. If the Closing shall occur before the real estate taxes are finally fixed for the fiscal year in which Closing occurs, the apportionment of taxes at Closing shall be upon the basis of the estimated taxes and, upon final determination of the real estate taxes for the fiscal year in which Closing occurs, the apportionment shall be recomputed and settled by the parties promptly. Seller represents and warrants to Buyer that the real estate taxes for the Facility for the calendar year 1983 were \$1,177,326. The provisions of this Paragraph A shall survive the Closing.

B. If, on May 1, 1984, the Property or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then, for the purposes of this Agreement, all the unpaid installments of any such assessment, including those which are to become due and payable after the Closing, but excluding those pertaining solely to municipal improvements to be performed wholly after the Closing, shall be deemed to be due and payable and to be liens upon the Property affected thereby and shall be paid and discharged by Seller at or prior to Closing. The provisions of this Paragraph B shall survive the Closing.

C. If there is a water meter on the Premises, any unfixed water charges shall be apportioned on the basis of the water meter bill for a like period for the year prior to Closing.

D. If any appeal or other proceeding for the procurement of a reduction of the assessed valuation of the Premises for tax purposes for the tax year in which Closing takes place is pending, then any benefits derived therefrom, whether by way of settlement, appeal, other legal proceedings, or otherwise, shall be ratably apportioned between Buyer and Seller, and the cost and expenses thereof shall be apportioned in like manner. If any appeal or other proceeding for the procurement of a reduction of the assessed valuation of the Premises for tax purposes for any period prior to the tax year in which Closing takes place is pending, then any benefits derived therefrom, whether by way of settlement, appeal, other

legal proceedings, or otherwise, shall belong to Seller, and the cost and expenses thereof shall be borne and paid by Seller. The provisions of this Paragraph D shall survive the Closing.

E. Seller represents and warrants to and agrees with Buyer that on the date of Closing there will be no contracts or leases affecting the Property which would be binding on Buyer or "run with the land". The provisions of this Paragraph E shall survive the Closing.

Section 11. Costs of Closing. A. The costs of any title examination and report, title insurance premium and survey shall be borne by Buyer, except as otherwise provided herein.

B. Seller shall pay, as and when due, any and all real property, stamp, sales and other transfer taxes or recording charges incident to this transaction.

Section 12. Bill of Sale. At the Closing, Seller shall deliver to Buyer an executed Bill of Sale, in form and substance acceptable to Buyer and Buyer's counsel, so as to transfer and assign to Buyer (i) good title to the Included Equipment, (ii) the right, title and interest referred to in clause (f) of Section 1 hereof, and (iii) all other items of Property not covered by the Deed, all free and clear of all liens, claims, and encumbrances. Seller represents and warrants to and agrees with Buyer that the Included Equipment is owned by Seller and is and will at Closing be free and clear of all liens, claims, and encumbrances. All risk of loss prior to the Closing is borne by Seller, it being understood that Seller will repair and maintain the Included Equipment at its sole cost and expense.

Section 13. Lease. At the Closing, Seller and Buyer shall execute and deliver to each other a lease ("Lease") in the same form as that annexed hereto as Exhibit C, which Lease shall be dated the date of Closing. The assignment by Seller of the right, title and interest referred to in clause (f) of Section 1 hereof shall be subject to a reserved right of Seller to have the benefits under any manufacturer's or contractor's warranty referred to in such clause in connection with the performance by Seller of its obligations under Article SEVENTH of the Lease. The delivery of plans, specifications, surveys, keys and drawings under clause (2) of Paragraph B of Section 4 hereof shall be subject to a reserved right of Seller to have reasonable access to such items in connection with the performance by Seller of its obligations under Article SEVENTH of the Lease.

Section 14. Property Sold "As Is". A. (1) The Property (including, without limitation, any personal property covered by the Bill of Sale provided for in Section 12 hereof) is sold and purchased "as is", in its condition at the date hereof. Except as expressly set forth in this Agreement, no representations or warranties are being made by Seller or any one on its behalf to Buyer as to (i) the condition of the Property or its compliance with laws, ordinances or governmental regulations, (ii) zoning and building department requirements which may be applicable to the Property or any part thereof, (iii) the assignability of any licenses or contractual or other

rights now held by Seller in regard to the Property or any part thereof, or (iv) any other matter or thing affecting the Property or any part thereof. All risk of loss prior to the Closing is borne by Seller, it being agreed that Seller, at its sole cost and expense, will prior to Closing repair and maintain the Property in good condition.

(2) Notwithstanding the provisions of the preceding Subparagraph (1), with respect to building roofs, steel structure, reinforced concrete structure, floor slabs, and foundations, wood trusses in building 75 on the plot plan annexed hereto as part of Exhibit A, and the Included Equipment appurtenant to the "powerhouse" building, Seller's obligations under this Paragraph A shall be limited to normal repair and maintenance, determined in Seller's reasonable discretion (it being understood that, as used in this Subparagraph (2), "repair and maintenance" shall not be construed to require replacement in any event, subject, nevertheless, to the provisions of Section 15 hereof).

B. At the time of Closing the Premises shall be broom-clean and free of refuse, vacant and free of tenancies (except for the tenancy under the Lease provided for in Section 13 hereof), provided, however, that Seller, at its option, may leave upon the Premises any Excluded Equipment which is on the Premises at the date hereof, and the same shall be deemed abandoned and may either be retained by Buyer as its property or disposed of, without accountability, in such manner as Buyer may see fit. Seller, at its option, may remove from the Premises, at any time prior to the Closing, any Excluded Equipment and other property of Seller not deemed Included Equipment. If removal of Excluded Equipment or any other property of Seller causes damage to the property, Seller, at its sole cost and expense, shall prior to Closing repair any such damage and restore the Property to its condition prior to such removal. Seller's obligation to restore shall not be deemed to include the filling-in of any floor where Excluded Equipment has been removed by Seller as herein provided.

Section 15. Casualty or Condemnation. A. In the event of (a) destruction of all or a substantial part of any of the buildings and improvements on the Premises identified as buildings 40, 73 and 171 on the plot plan annexed hereto as part of Exhibit A, by fire or other cause, prior to the Closing, or (b) any threatened or pending condemnation or eminent domain proceeding affecting the Premises, then, and in any such event, Seller shall promptly give notice thereof to Buyer and Buyer, at its option, may elect to terminate this Agreement by giving Seller notice of such election and, in such event, Seller promptly shall make the return and reimbursement provided for in Paragraph A of Section 8 hereof. If Buyer does not exercise such option, then Seller shall deliver the Premises to Buyer as provided herein with an equitable reduction in the Purchase Price.

B. If the parties are unable to agree upon the amount of equitable reduction in the Purchase Price provided for in Paragraph A of this Section, then the equitable reduction shall be in an amount equal to the cost of repairing the destruction, in the case of fire or other casualty (with due regard being given to the Schedule of Value contained in Exhibit D annexed hereto and made a part hereof), or the amount



of condemnation or eminent domain award, in the case of condemnation or eminent domain proceeding. If the award has not been paid at the time of Closing, Seller, in lieu of the reduction, shall assign to Buyer, by instrument in form and substance acceptable to Buyer and Buyer's counsel, all of Seller's right, title and interest in and to such award. Seller represents and warrants to Buyer that Seller has not received notice of any threatened or pending condemnation or eminent domain proceeding affecting the Property. In the event of a dispute between the parties with respect to any issue of fact to be determined for the purposes of this Section 15 (other than one determined by the condemnation court or other body authorized to make condemnation awards), such dispute shall be determined by arbitration. The party desiring arbitration shall give written notice to that effect to the other party and to the American Arbitration Association. The controversy shall be submitted to three (3) arbitrators under the then obtaining Commercial Arbitration Rules of the American Arbitration Association. In all events, the arbitrators shall each have at least ten (10) years' experience in the State of New Jersey in a calling connected with the subject matter of the controversy. The arbitration shall be conducted in New York City and in accordance with the then obtaining Commercial Arbitration Rules of the American Arbitration Association. The arbitrators shall proceed with all reasonable diligence to determine the question submitted and shall render their decision and award upon the concurrence of at least two (2) of their number. Such decision and award shall be in writing and counterpart copies thereof shall be delivered to each of the parties. Such decision and award shall be binding, final and conclusive on the parties. Judgment may be had on the decision and award of the arbitrators so rendered in any court of competent jurisdiction, federal or state, and may be enforced in accordance with the laws of the State of New York. The fees and expenses of an arbitration proceeding shall be borne by the parties equally. The fees of respective counsel engaged by the parties, the fees and expenses of expert witnesses and other witnesses called by the parties and the cost of transcripts shall be paid by the respective party engaging such counsel or calling or engaging such witnesses or ordering such transcripts.

C. (1) Notwithstanding anything to the contrary contained in this Section 15, Seller shall diligently perform any repair or restoration work required so as to cause the Property to be delivered to Buyer at Closing "as is", in its condition at the date hereof, and if the Property is delivered in such condition there shall not be any equitable reduction in the Purchase Price. In the event that the repair and restoration work is not completed by the Closing, then, unless the parties otherwise agree, Seller shall deliver the Premises to Buyer with the equitable abatement of the Purchase Price as provided for in this Section 15, due account being given for the repair and restoration work performed. In the event of any conflict between the provisions of Section 4 hereof and the provisions of this Paragraph C, then the provisions of Section 4 shall prevail.

(2) Notwithstanding the provisions of the preceding Subparagraph (1), with respect to the Included Equipment in or appurtenant to the "powerhouse" building

Seller's obligations under this Paragraph C shall be limited to normal repair and maintenance, determined in Seller's reasonable discretion.

Section 16. Certificate of Occupancy. Seller agrees with Buyer that Buyer's obligations hereunder are contingent upon the existence of a state of facts at the time of Closing to the effect that after the Closing the portions of the Property identified as buildings 40, 73 and 171 on the plot plan annexed hereto as part of Exhibit A may be used and occupied by any person for heavy manufacturing, warehousing, offices and/or uses incidental thereto, as presently being used, without violation of applicable laws, codes, ordinances, regulations, rules, requirements, orders and restrictions, and that such portions of the Property are in compliance therewith.

Section 17. Notices. Except as otherwise provided herein, any notice, consent, approval, communication or transmittal (a "notice") required by or given under this Agreement shall be in writing and shall be deemed to be properly served only if delivered personally or sent by United States express or certified mail, postage prepaid, as follows:

To Seller: 222 Broadway  
New York, New York 10038  
Attention: Corporate Realty  
Manager

With a copy to it at:

222 Broadway  
New York, New York 10038  
Attention: Alan Chesler, Esq.

To Buyer: 380 Madison Avenue,  
Suite 1710  
New York, New York 10017  
Attention: Mr. John L. Neu

With a copy to:

Messrs. Guggenheimer & Untermeyer  
80 Pine Street  
New York, New York 10005  
Attention: Andrew N. Baer, Esq.

or to such other address as either party may designate from time to time by notice to the other party sent in like manner. Except as otherwise provided herein, notices shall be deemed given on receipt. Any notice to be given by a party may be given by that party's attorney.

Section 18. Brokers. Buyer represents and warrants to Seller that Buyer has not authorized any broker to deal with Seller on Buyer's behalf in connection with this transaction; and Buyer agrees to indemnify and save Seller harmless from all liabilities, damages, claims and expenses (including reasonable attorney's fees) arising due to the untruth of such representation and warranty. Seller represents and warrants to Buyer that Seller has not authorized any broker to deal with Buyer on Seller's behalf in connection with this transaction; and Seller agrees to indemnify and save Buyer harmless from all

liabilities, damages, claims and expenses (including reasonable attorney's fees) arising due to the untruth, or alleged untruth, of such representation or warranty. The provisions of this Section 18 shall survive the Closing.

Section 19. Resale. In the event that, on or before April 2, 1986, Buyer sells and conveys the fee interest in the entire Premises, or in a portion of the Premises which includes more than 1.5 million square feet of building area, to a person not affiliated with Buyer, then Buyer shall pay to Seller one-half (1/2) of the amount, if any, by which the cash proceeds received by Buyer from such sale exceed the sum of (i) the Purchase Price, (ii) all costs and expenses incurred by Buyer in acquiring the Property (including, without limitation, attorney's fees and disbursements, title insurance premiums, the cost of title inspection and the cost of any survey of the Property), (iii) all costs and expenses incurred by Buyer in selling the Premises (including, without limitation, attorney's fees and disbursements and brokerage commissions), and (iv) the amount, if any, by which (x) an amount computed by multiplying the Purchase Price by ten (10%) percent and by a fraction of which the numerator is the number of days in the period commencing on the date of Closing hereunder and ending on the date of the conveyance in question, and the denominator is 365, exceeds (y) the net rentals received by Buyer, after operating expenses incurred by Buyer, for the period referred to in the preceding clause (x). The agreement set forth in this Section 19 shall be personal in nature and shall not "run with the land" or be binding upon any person to whom the Property or any part thereof is at any time conveyed or otherwise transferred. For the purposes of this Section 19, a leasehold estate for a term exceeding 21 years shall be deemed a fee interest. The provisions of this Section 19 shall survive the Closing.

Section 20. Miscellaneous. A. This Agreement may be amended or modified only by an agreement in writing signed by the party against whom enforcement thereof is sought.

B. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, except that Seller may not assign this Agreement, or any of its rights hereunder, without the prior written consent of Buyer. Buyer may not assign its rights hereunder, except that Buyer may assign its rights hereunder to any person who or which is affiliated with Buyer, or in connection with a merger, consolidation, or sale of all or substantially all of the assets, of Buyer; in the event of any such assignment, Buyer shall promptly give notice to Seller of the name and address of the assignee and such assignee shall be deemed Buyer hereunder for all purposes.

C. The entire understanding of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings or conditions other than as expressly set forth herein.

D. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

L. This Agreement shall be governed by the law of the State of New York applicable to agreements made and to be performed wholly therein except that issues concerning the state of title to real property shall be governed by the law of the State of New Jersey applicable with regard to real property situate therein.

F. The captions in this Agreement are inserted only as a matter of convenience and shall not be given any effect in construing this Agreement.

G. As used herein, the term "person" shall include natural persons, corporations, partnerships, trusts, estates and other entities.

H. For the purposes of Section 19 and Paragraph B of this Section 20, a person shall be deemed affiliated with Buyer if at the time of the conveyance in question such person directly or indirectly (i) controls Buyer, (ii) is controlled by Buyer, or (iii) is under common control with Buyer.

I. Neither party may record this Agreement in public land records without the prior consent of the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

AT&T TECHNOLOGIES, INC.

[Seal]

ATTEST:

*A.M. Ziller*  
A.M. ZILLER  
SECRETARY

[Seal]

ATTEST:

*Andrew Peverstein*  
ANDREW PEVESTEIN,  
ASST. VICE PRESIDENT

By: *R.A. Kraay*

R.A. KRAAY  
VICE PRESIDENT

UNION MINERALS AND ALLOYS CORP.

By: *V.f.*

JOHN L. NEV,  
VICE PRESIDENT

COUNTY OF NEW YORK ) : SS.:

On this 21<sup>st</sup> day of May, 1984, before me personally came St. A. Gray, to me known, who, being by me duly sworn, did depose and say that he resides at Durham Ridge that he is the Vice President of AT&T TECHNOLOGIES, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Richard W. Darden  
Notary Public

RICHARD W. DARDEN  
Notary Public, State of New York  
No. 9115385 Nassau County  
Certificate filed New York County  
Commission Expires March 28, 1986

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) : SS.:

On this 17<sup>th</sup> day of May, 1984, before me personally came John L. New, to me known, who, being by me duly sworn, did depose and say that he resides at Hib. Kn. J. that he is the Vice President of UNION MINERALS AND ALLOYS CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Carmel J. Camillery  
Notary Public

CARMEL J. CAMILLERY  
Notary Public, State of New York  
No. 4703445  
Qualified in Orange County  
Certificate Filed in New York County  
Commission Expires March 30, 1986

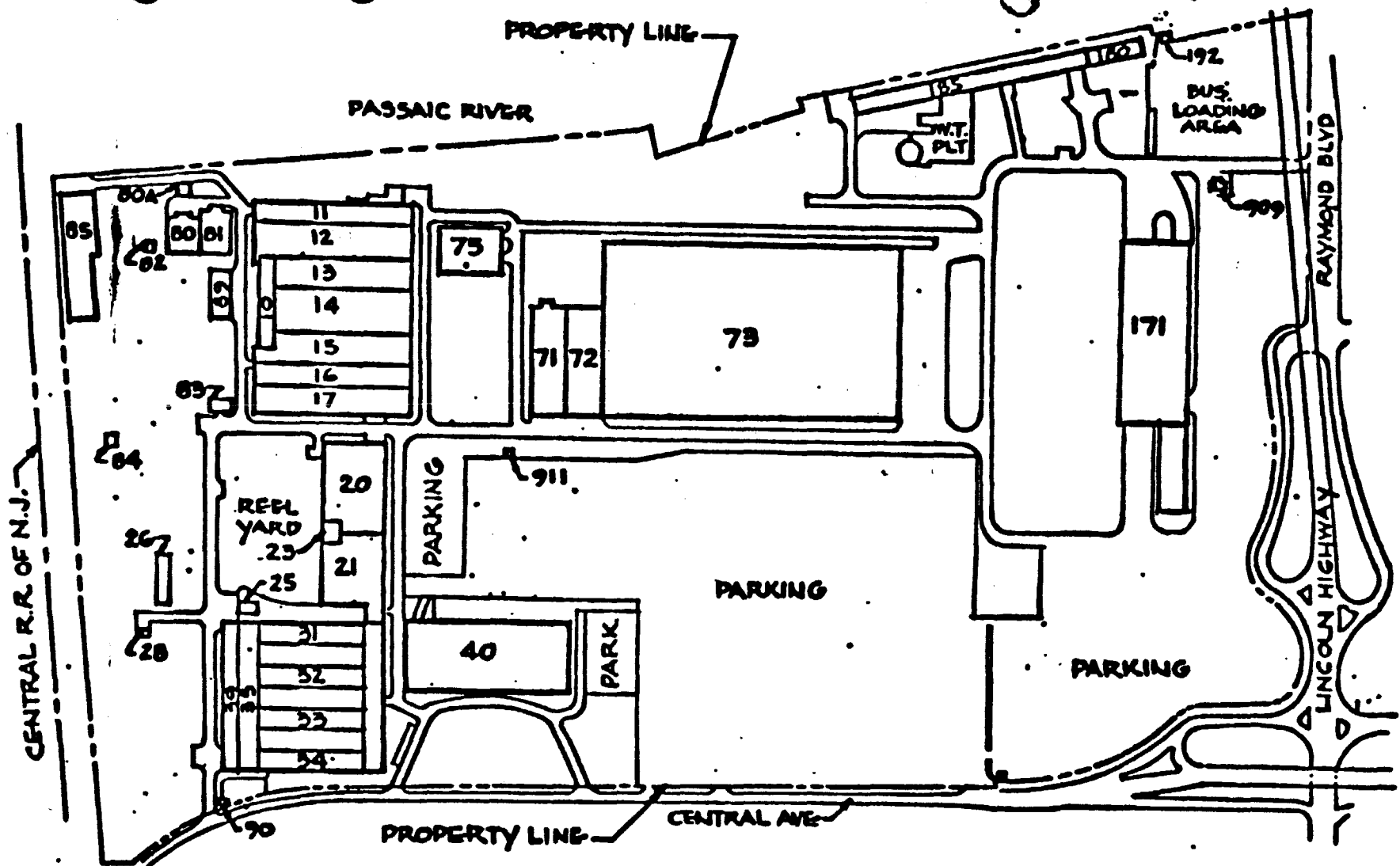
854020021

EXHIBIT A

The Premises include the following:

Parcel A: A parcel of land containing one hundred and forty-five (145) acres, more or less, with the buildings and improvements thereon erected, bounded on the north by Route 1 and 9, on the east by Central Avenue, on the south by property of others and on the west by the Passaic River, known heretofore as the "Kearny Works" of Seller and being substantially as shown on the plot plan herewith.

Parcel B: A parcel of land containing four (4) acres, more or less, bounded on the north by Route 1 and 9, on the east by land now owned by Buyer, on the south by property of others and on the west by Central Avenue.



NOTE: 1. FOR EASEMENTS, DEDICATIONS,  
ETC., SEE LEGAL DOCUMENTS  
2. FOR UTILITIES SEE DESIGN DWGS.

PROPERTY AREA  
144.48 ACRES



LOCATION:		SCALE:
BLDG.	FLOOR	DRAWN BY: JDF
KEARNY WORKS KEARNY, N.J.		ENGINEER: HEK
WESTERN ELECTRIC CO., INC.		ARCHITECT: 4483 SUPERVISOR:

854020023

AGREEMENT OF LEASE, dated , 198 , made by and between UNION MINERALS AND ALLOYS CORP., a New York corporation having an office at 380 Madison Avenue, New York, New York 10017 ("Lessor"), and AT&T TECHNOLOGIES, INC., a New York corporation having its principal office at 222 Broadway, New York, New York 10038 ("Lessee");

W I T N E S S E T H :

WHEREAS, by Agreement dated as of April 16, 1984 ("Purchase Agreement"), Lessee agreed to sell and convey, and Lessor agreed to purchase, all those certain plots, pieces and parcels of land situate in the City of Kearny, County of Hudson and State of New Jersey, known as the "Kearny Works", located at Central Avenue and Route 1 and 9, more particularly described therein, with the buildings and improvements thereon erected and with certain other property described as the "Included Equipment" in Section 1 of the Purchase Agreement (such plots, pieces and parcels of land are sometimes collectively referred to herein as the "Land", such buildings and other improvements thereon erected are sometimes collectively referred to herein as the "Buildings", such other property is sometimes collectively referred to herein as the "Building Equipment" and the Land, Buildings and Building Equipment are sometimes collectively referred to herein as the "Facility");

WHEREAS, by deed and bill of sale, each dated even date herewith, the Facility was sold and conveyed to Lessor by Lessee;

WHEREAS, Lessor desires to lease (i) those certain Buildings which are set forth in Schedule 1 annexed hereto and made a part hereof, together with the Building Equipment appurtenant to and located within such Buildings, and (ii) the portions of the Land (collectively, the "Land Premises") which are shown on the plot plan annexed to said Schedule 1 free of cross-hatching (those certain Buildings, such Building Equipment and such Land Premises are sometimes collectively referred to herein as the "Premises"), to Lessee and Lessee desires to hire the same from Lessor;

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions and agreements hereinafter set forth, Lessor and Lessee agree as follows:

ARTICLE FIRST

DEMISE AND TERM OF DEMISE

SECTION 1.01. Lessor, in consideration of the rents hereinafter reserved and of the covenants, agreements and conditions herein contained on the part of Lessee to be paid, observed and fulfilled, does hereby demise and lease the Premises to Lessee and Lessee hereby hires the same from Lessor;



TOGETHER WITH:

(a) A non-exclusive right to use the items of Building Equipment which are appurtenant to and used in connection with the operation or maintenance of the Premises but not located within the Premises (including, without limitation, the utility lines which serve Building 40 and are located in the basements of Buildings 11-17, 20, 21 and 31-34, such Buildings being as identified on the plot plan included in Schedule 1 annexed hereto and made a part hereof); and

(b) A reasonably adequate non-exclusive right of ingress and egress, between the Premises and a public thoroughfare, over such private roadway or roadways, on or adjacent to the Facility, as shall from time to time be mutually agreed upon in writing by Lessor and Lessee (such private roadway or roadways are sometimes collectively referred to herein as the "private roadway");

SUBJECT, HOWEVER, to those matters to which the Facility was subject at the time of sale and conveyance by Lessee to Lessor and the matters set forth in Schedule 2 annexed hereto and made a part hereof;

TO HAVE AND TO HOLD the Premises unto Lessee, its successors and assigns, for a term ("Term") commencing on the date hereof ("Commencement Date") and expiring at midnight on December 31, 1985 ("Expiration Date"), unless the same shall sooner terminate pursuant to any of the terms, covenants or conditions of this Lease or pursuant to law.

SECTION 1.02. This Lease is made upon the foregoing and the following covenants and conditions, each of which the parties agree to perform, irrespective of whether the particular provision is in form a covenant, an agreement, a condition, a direction, or otherwise, on the part of the party to perform the same.

ARTICLE SECOND

RENT

SECTION 2.01. Lessee shall pay to Lessor, at the address specified in or pursuant to Section 2.03 hereof, during the Term, a fixed net rent ("the fixed net rent") over and above the other and additional payments to be made by Lessee as hereinafter provided, of One Million, Six Hundred Seventy Two Thousand, Eight Hundred Ninety Six (\$1,672,896.00) Dollars, subject to reduction in the event of termination as provided in Article THIRTIETH hereof. The fixed net rent shall be paid in advance in equal monthly installments of One Hundred Thirty Nine Thousand, Four Hundred and Eight (\$139,408.00) Dollars each on the first day of each and every month during the Term, except that the first full monthly installment is being paid by Lessee to Lessor simultaneously with Lessee's execution and delivery hereof.

SECTION 2.02. If Lessee shall fail to pay when due under this Lease any additional rent or other sums due hereunder to Lessor, and such failure shall not be remedied within the grace period applicable thereto under this Lease, Lessor shall have all of the rights and remedies provided in this

Lease as in the case of default in the payment of the fixed net rent. Except as otherwise specifically provided in this Lease the fixed net rent and additional rent shall be paid without notice, demand, abatement, deduction or set-off. Such fixed net rent and additional rent are sometimes referred to herein collectively as "rent".

SECTION 2.03. Lessee shall pay the rent in lawful money of the United States which shall be legal tender for all debts, public and private, at the time of payment, at the office of Lessor at River Terminal Development Company, Port Kearny, South Kearny, New Jersey, or to such other person or persons and/or at such other place or places as may be specifically provided herein or as Lessor may designate from time to time by notice to Lessee. Such payments may be made by check of Lessee, subject to collection, and any such check shall be drawn on a bank which is organized under the laws of the United States or any state thereof and shall be payable to the order of Lessor or to such other person or persons as may be specifically provided herein or as Lessor may designate from time to time by notice to Lessee.

SECTION 2.04. Any obligation of Lessee for payment of rent which shall have accrued with respect to any period during the Term shall survive the expiration or termination of this Lease.

SECTION 2.05. If the Commencement Date is other than the first day of a calendar month, then rent for the calendar month in which the Commencement Date occurs shall be pro-rated on a per diem basis and Lessee shall receive an appropriate credit therefor against the installment of rent coming due on the first day of the first full calendar month following the Commencement Date. If the Expiration Date is other than the last day of a calendar month, then rent for the calendar month in which the Expiration Date occurs shall be pro-rated on a per diem basis, and after the Expiration Date Lessor shall forthwith pay Lessee the amount of any overpayment resulting from the foregoing.

### ARTICLE THIRD

#### TAXES, ASSESSMENTS AND MISCELLANEOUS CHARGES

SECTION 3.01. As used herein:

A. The term "Lessor's Statement" shall mean an instrument containing a computation of any additional rent due pursuant to the provisions of this Article.

B. The term "Taxes" shall mean all real estate taxes, assessments, special or otherwise, water and sewer rents, rates and charges, water meter charges, county taxes, transit taxes, use and occupancy taxes, and any other governmental charge of a similar or dissimilar nature, whether general, special, ordinary or extraordinary, foreseen or unforeseen, which may be charged, imposed, levied or assessed upon or with respect to all or any part of the Facility (including, without limitation, anything appurtenant thereto and the sidewalks and vaults adjacent to the Facility) by any taxing authority. If at any time during the Term the methods

SECTION 34.08. Lessee agrees with Lessor that Lessee will not record this Lease or any memorandum of this Lease without the prior written consent of Lessor.

SECTION 34.09. Lessor may from time to time adopt rules and regulations pertaining to use and operation of the Facility and Lessee agrees to comply with the same.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement of Lease on the date first above written.

[Seal]

Attest:

UNION MINERALS AND ALLOYS CORP.

By: \_\_\_\_\_

[Seal]

Attest:

AT&T TECHNOLOGIES, INC.

By: \_\_\_\_\_

STATE OF )  
 : ss.:  
COUNTY OF )

On this            day of            , 19    , before me personally came            , to me known, who, being by me duly sworn, did depose and say the he resides at            that he is the            of Union Minerals and Alloys Corp., the corporation described in and which executed the foregoing Lease, as Lessor; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

---

Notary Public

STATE OF )  
 : ss.:  
COUNTY OF )

On this            day of            , 19    , before me personally came            , to me known, who, being by me duly sworn, did depose and say the he resides at            that he is the            of AT&T Technologies, Inc., the corporation described in and which executed the foregoing Lease, as Lessor; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

---

Notary Public

854020028

	<u>Building Included In Premises (See Annexed Plot Plan)<sup>1,2</sup></u>	<u>Area (Sq. Ft.)<sup>3</sup></u>	<u>Fixed Net Rent</u>	<u>Lessee's Proportionate Share</u>
I.	40	168,666	\$ 210,833	12.72%
II.	71, 72 & 73	834,393	\$1,042,991	45.69%
III.	171 & Triax	128,700	\$ 160,875	14.13%
IV.	80, 80A & 81 (Powerhouse)	55,304	\$ 69,130	2.46%
V.	75	25,474	\$ 31,843	1.89%
VI.	180, 185 & Waste Treatment Plant	102,116	\$ 127,645	6.15%
VII.	83	5,160	\$ 6,450	.50%
VIII.	909	400	\$ 500	-.8
IX.	911	180	\$ 225	-.8
X.	89	17,922	\$ 22,403	1.52%

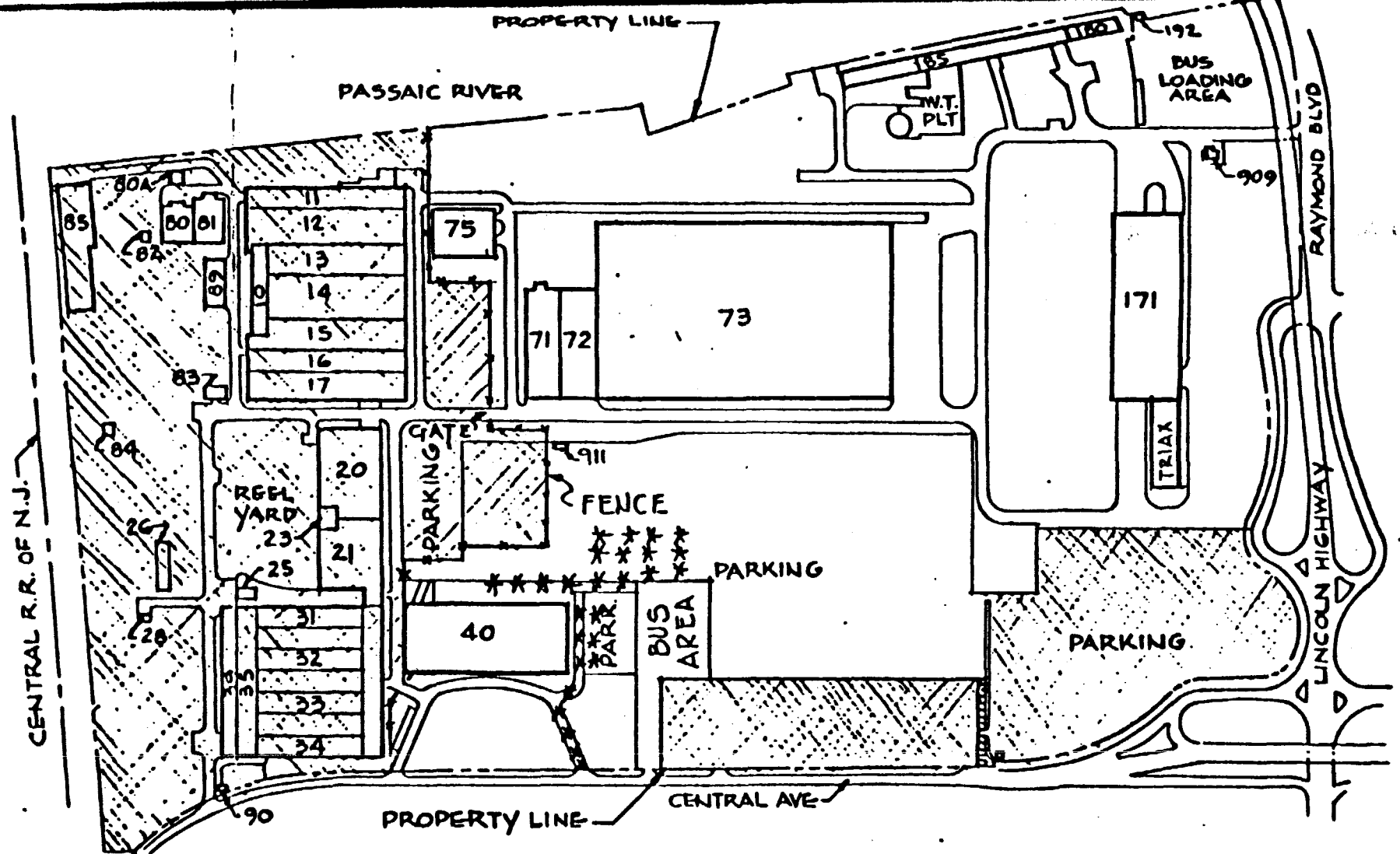
<sup>1</sup> Buildings grouped together in this Schedule shall be deemed a single building for all purposes of this Lease, notwithstanding the use of separate numbers on the annexed plot plan.

<sup>2</sup> Premises do not include Parcel B set forth in Exhibit A in the Purchase Agreement.

<sup>3</sup> Area measurements are agreed upon by Lessor and Lessee for all purposes of this Lease.

854020029

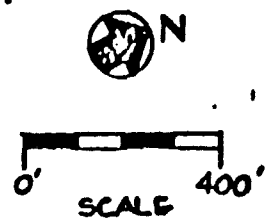
854020030



Asterisks indicate approximate location of Building 40 Parking Area  
 Cross-hatching indicates space not included in Lessee's Premises  
 Hatching indicates private roadway

NOTE: 1. FOR EASEMENTS, DEDICATIONS, ETC., SEE LEGAL DOCUMENTS  
 2. FOR UTILITIES SEE DESIGN DWGS.

PROPERTY AREA  
144.48 ACRES



LOCATION:		SCALE:
BLDG.	FLOOR	DRAWN BY JDF
KEARNY WORKS KEARNY, N.J.		ENGINEER: HEK
		ARCHITECT: 4483
WESTERN ELECTRIC CO., INC.		SUPERVISOR:
		DRAWING NO.

EXHIBIT D

Schedule of Value<sup>1</sup>

854020031

Building  
(See Plot Plan  
Annexed to Exhibit A  
Hereof)

Gross Value

40	\$1,550,000
73	4,890,000
71 & 72	740,000
171 & Triax	1,722,000
80, 80A & 81 (Powerhouse)	300,000
75	230,000
17	300,000
20, 21, 31-34 35 & 39 (T.A. Bldg.)	2,000,000
10-16	1,845,000
180, 185 & Waste Treatment	750,000
83	60,000
89	185,000
85	300,000

-----  
<sup>1</sup> Values are agreed upon by Seller and Buyer solely for the purposes of Section 15 of the Agreement of which this Exhibit D is a part.

EXHIBIT E

For the purposes of Section 5F(2), Seller makes no representation that the public utilities required for the operation of the portions of the Premises identified as buildings 20-39 (the TA building) on the plot plan annexed hereto as part of Exhibit A are operable.

854020032





100 CENTRAL AVE. BLDG. 30, 6<sup>th</sup> FLOOR, SOUTH KEARNY, NJ 07032 - TEL: 201-589-0063 - FAX: 201-589-7966

October 22, 1996

Mr. Joseph Skelly  
Kearny Municipal Utilities  
Authority  
39 Central Avenue  
So. Kearny, N.J. 07032

Gentlemen,

A few years ago we loaned to you certain sewer maps of our properties.  
Please return such maps to my attention as soon as possible.

Very truly yours,

  
Martin F. Yisarte

MFY:ca  
cc: Randy Lax

854020033

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1985 WL 4253762

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Sunday, August 4, 1985

BUSINESS / REAL ESTATE

FORMER WESTERN ELECTRIC PLANT SOLD  
By Holly Smith, Business Writer

NO

More than a year after signing a contract to buy the former Western Electric plant in Kearny, Union Mineral and Alloy Corporation bought the facility last week for \$21.5 million.

The 3-million-square-foot complex of buildings will be operated by the corporation's **River Terminal Development** Company division. The transfer had been expected to take about three months, but River Terminal Vice-President Frank Kobola said environmental problems caused delays.

Western Electric had to settle the issue of whether it or the state owned a section of about five acres that is washed by the tide. Kobola said Western Electric ended up paying the state about \$200,000 to gain title to the land. Water and soil testing had to be done, and sections such as the old plating shop had to be cleaned up.

Western Electric, the equipment-manufacturing arm of the American Telephone and Telegraph Company, had produced communications equipment at the Kearny site. Now River Terminal plans to divide the plant into smaller units and lease it to tenants for ventures such as light manufacturing, food distribution, and printing. The space will rent for between \$2.50 and \$4.50 per square foot.

No leases have been signed, but Kobola said, "We are talking to a lot of people and we are hoping to start before winter to move people in."

He said the site is particularly attractive because it is near Newark Airport, Port Elizabeth, New York City, Jersey City, major highways, and rail lines. It also has a 2,000-foot pier.

At one time the Western Electric plant had employed 25,000 workers. Western Electric began phasing out the facility in 1983, blaming stiffer competition in the telephone switching business for its decision to concentrate on manufacturing in fewer, more modern

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facilities elsewhere.

The new owners hope to have as many as 50 tenants employing up  
to 6,000 workers.

----- INDEX REFERENCES -----

KEY WORDS: KEARNY; BUILDING; INDUSTRY; REAL ESTATE; SALE

EDITION: ALL EDITIONS.=.FINAL. SOUTH BERGEN. NORTHWEST BERGEN.;  
NORTHERN VALLEY/PASCACK VALLEY. EAST/CENTRAL. PASSAIC-MORRIS

Word Count: 305

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